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Title: **Gowanda Central School District and Gowanda Central School Non-Teaching Personnel Association (1997)**

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Union: **Gowanda Central School Non-Teaching Personnel Association**

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Gowanda Central School District And
Gowanda Non-Teaching Personnel
Assn

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NEGOTIATED AGREEMENT

between

GOWANDA CENTRAL SCHOOL BOARD OF EDUCATION

and the

GOWANDA CENTRAL SCHOOL NON-TEACHING PERSONNEL

ASSOCIATION

July 1, 1997 - June 30, 2002

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

THIS AGREEMENT, made this 4th day of November, 1999 by and between the School Board of Education of the Gowanda Central School District (hereinafter referred to as the "Board,") and the Gowanda Central School Non-Teaching Personnel Association (hereinafter referred to as the "Association.")

WITNESSETH

WHEREAS, the Board and the Association recognize and declare their mutual intent to promote harmonious and cooperative relationships between the Board and the Association and the employees to whom this Agreement applies, and to protect and promote public interest by assuring at all times the orderly and uninterrupted operation of the District, and

WHEREAS, the Board under the law, has the final responsibility for establishing policies for the District; and

WHEREAS, this Agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act, and it is governed by the provisions of the New York State Civil Service.

WHEREAS, "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Board and the Association, through their duly authorized representatives, agree as follows:

ARTICLE I

RECOGNITION

1.01 The Board recognizes the Gowanda Central School Non-Teaching Personnel Association as the sole and exclusive bargaining representative for all non-teaching employees.

Specifically excluded from the recognized negotiating unit are Federally funded employees, substitutes, seasonal, extra temporary employees and the following supervisory job titles, including, but not limited to:

Head Maintainer

Head Custodian

Transportation Supervisor

School Lunch Manager

School Business Administrator

District Clerk District Treasurer and Tax Collector

All other job titles supervisory in nature

1.02 The term "employee" or "employees" when used hereinafter shall refer to all employees in the recognized negotiating unit and references in the masculine gender shall, where appropriate, include female employees.

1.03 The Board hereby agrees to refrain from negotiating with any group or organization on behalf of the employees to whom this Agreement applies other than the Association, for the duration of the Agreement, and for any and all such additional periods of time as may be set forth in the Civil Service Law of the State of New York.

ARTICLE II

SCHOOL DISTRICT RIGHTS

2.01 The Board and the Association recognize that subject only to the provisions of this Agreement, the management, direction and control of the Board's business, operations and personnel are exclusively the function of the Board.

It is the intention hereof that all rights, powers, prerogatives and authorities are retained by the Board, except those that are specifically abridged or modified by this Agreement.

ARTICLE III

ASSOCIATION ACTIVITIES

3.01 Dues Deductions - The Board of Education of Gowanda Central School agrees to deduct from the salaries of its employees, dues for the Gowanda-Non Teaching Personnel Association. Employee authorization shall be in writing on a form provided by the Association and this authority shall be continuous while employed in this school system or until withdrawn by written notice. This authorization waives all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieves the Board of Education and all its officers from any liability therefor. Said dues amount shall be verified by the Association by September 10th of each year.

All new authorizations and listing of employees from whom dues are to be deducted, together with the total amount of the dues, shall be submitted and in the hands of the business office no later than seven (7) school days before the first deduction date, which shall be the second pay period in the month of September. Those names not submitted by that date shall not be included or added at any later date, except for employees who are hired after September 1.

The number of pay periods involved shall be 20 consecutive periods, and commencing with the second pay period in September.

Individual payroll deductions shall be prorated according to the 20 pay periods involved, with adjustments for odd amounts to be made in the last payroll.

At the end of each month, or as soon thereafter as possible, the business office shall transmit to the Gowanda Non-Teaching Association, a check payable to the Association for the total amount of that month 's deduction.

3.02 Agency Fee - The Board agrees to deduct from the wages of all employees covered by this negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the dues of the Association.

The above paragraph shall only be applicable if the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employees' pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

The Association shall indemnify and hold harmless the School District and its officials or employees from any cause of action, claim, loss or damages incurred as a result of the deduction of any agency fee from any employee.

3.03 Other Deductions

The Board agrees to provide payroll deduction for any unit member who wishes to have deductions sent to a tax-sheltered annuity program, and/or the NYSUT Member Benefits program.

3.04 Employees shall be free from coercion, pressure or threats by the Board of Education by reason of joining or failing to join the Association.

3.05 Association use of Equipment - When the Association desires to use office equipment, it shall first apply to the Building Principal for permission, provided the work shall not be performed during the employees' working hours. The Association shall pay for all supplies used by it and the equipment must be used during normal school hours.

3.06 Association Representation - If an employee is called to a meeting which may end in discipline by the District or its agents, he shall be entitled to have a representative of the Association present if he so requests, and such reprimand or discipline shall be in private and away from students, teachers, or other District personnel.

ARTICLE IV

GRIEVANCE PROCEDURE

4.01 Definitions:

1. A Grievance is an alleged violation, misapplication or misinterpretation of the terms and conditions of this Agreement.
2. A Grievant shall mean an employee, group of employees or the Association.

4.02 The failure of an employee, group of employees, or the Association to take any of the actions authorized by this section within the time limits therefore shall constitute a waiver of the right to proceed further and shall terminate the proceeding. Time limits may be extended by mutual agreement.

4.03 Any employee shall have the right to have Association representation at any meeting or conference called for the purpose of issuing a form of discipline.

The Association has the right to be present at each stage of an individual or group grievance beyond the first procedural stage.

4.04 The immediate supervisor, Superintendent of Schools and Board of Education have the right to be represented by whomever he, she, or they select during any procedural stage contained herein.

4.05 Any employee or group of employees may be represented at the first three (3) procedural stages by whomever he, she, or they select. The Association is the exclusive representative at the fourth procedural stage.

4.06 Grievance Stages

Stage 1: Supervisor

An employee who believes that he has a grievance may discuss the matters with his immediate supervisor orally, within twenty (20) working days of the alleged occurrence, or

of the date on which the employee could reasonably have been expected to know of the alleged occurrence, according to the following employee-supervisor schedule:

Teachers' Aides:

1. Elementary - to the Building Principal
2. High School - to the Building Principal

Bus Drivers and Mechanics - to the Transportation Supervisor

Maintenance Personnel - to the Head Maintainer

Store Clerks and Printer - to the Business Manager

Film Library Operator - to the School Business Administrator

Cleaner and Custodians - to the Head Custodian

Cafeteria Employees - to the Cafeteria Manager

Secretarial:

1. Business Office - to the Business Manager
2. Educational Office - to the Building Principal

If the problem can be resolved, no further action is required.

If the alleged grievance is not resolved orally within five (5) working days of the time the immediate supervisor and the employee discuss the matter, it shall be reduced in writing by the employee on a form (see Appendix A) and submitted to the immediate supervisor and the School Business Administrator, within five (5) working days thereof. The immediate supervisor shall then respond to the grievance in writing within five (5) working days of this receipt.

Stage 2 - Superintendent of Schools

In the event that the grievant is not satisfied with the written response by the immediate supervisor at the first procedural stage or if no written response is received by

the grievant from the immediate supervisor, the grievant may, within five (5) working days from the time the response is received by the grievant from the immediate supervisor or within five (5) working days from the expiration of the period for the immediate supervisor to respond, whichever the case, submit the written grievance to the Superintendent of Schools who will meet with the grievant within seven (7) working days of receipt of the grievance. In the event that a meeting is held between the grievant and the Superintendent of Schools, the Superintendent of Schools shall have five (5) working days following the meeting within which to issue a written decision.

Stage 3 - Board of Education

In the event that the grievant is not satisfied with the written decision issued by the Superintendent of Schools at the second procedural stage or if no written response is received by the grievant from the Superintendent of Schools, the grievant may, within five (5) working days from the time the written response is received by the grievant from the Superintendent of Schools or within five (5) days from the expiration of the period for the Superintendent of Schools to respond, whichever the case, submit the written grievance to the Board, which will then meet with the grievant within thirty (30) days of receipt of the grievance. The meeting shall be conducted during an executive session of the Board of Education during which the parties and/or their representatives may appear for the purpose of presenting oral arguments, evidence or statements of position. The Board shall render a written decision within ten (10) working days of the meeting.

Stage 4 - Arbitration

If the Association is not satisfied with the written decision at the third procedural stage, or if no response is received by the grievant from the Board, it may, within five (5) working days from the time the written decision is received by the grievant from the Board

or within five (5) working days from the expiration of the period for the Board to issue its written decision, submit the dispute to binding arbitration by written notice to the Board. Such notice must be served on the Board by certified mail (registered mail may also be used) addressed to the Clerk of the Gowanda Central School Board of Education, Gowanda Central School District, Gowanda, New York 14070. The Board and the Association will attempt to agree on a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days from the time of the written notice of pending arbitration is received by the Board, then the arbitration proceedings shall be conducted by an arbitrator to be mutually selected by the District and the Association from a panel of arbitrators supplied by the Federal Mediation and Conciliation Service. Each party has the right to reject one (1) list in its entirety. If neither party rejects a list in its entirety, then by a coin flip, each party will alternately cross off an arbitrator until one (1) name remains. The remaining name shall be the mutually selected arbitrator.

The arbitration of grievances, as defined in Section 4.01 shall be final and binding on both parties. The Arbitrator shall issue his decision not later than thirty (30) calendar days from the date of the closing of the hearing(s) or, if the hearing(s) have been waived, then from the date of transmitting the final statements of position and proofs to the Arbitrator. The decision shall be in writing and shall set forth the Arbitrator's opinion and conclusion of the issues submitted. The sole power of the Arbitrator shall be to determine whether there has been a violation, misapplication or misinterpretation of the terms and conditions of this Agreement, and the Arbitrator shall have no power or authority to make any decision which modifies, alters or amends any term or condition of this Agreement or which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement.

The cost for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary subsistence expenses, will be borne equally by the Board and the Association.

ARTICLE V

COMPENSATION

5.01 Salary

Civil Service personnel shall be paid according to an approved salary schedule for the grade assigned to the position held as follows:

Offices:	GRADE	
Accountant	16	Full Time
Administrative Secretary	10	Full Time
Acct. Clerk/Steno, Bus. Office	09	Full Time
Nurse (07/01/82)	08	Full Time
Senior Typist, Sr. High School	07	Full Time
Senior Typist, Gowanda El. School	06	Full Time
Typist, Guidance	07	Full Time
Senior Typist, Jr. High School	06	Full Time
Account Clerk Typist	05	Full Time
Typist, Aldrich St. El. School	06	Full Time
Internal Suspension	05	
Attendance Clerk	05	
Typist, Special Education	06	
Film Library Operator	04	
Library Typist	04	
Teaching Assistant	04	
Typist, part time	03	
Special Education Aides	02	
Computer Aide	02	

Facilities:

Maintainer, Skilled	12	Full Time
Maintainer, Laborer	10	Full Time
Custodian, High School	10	Full Time
Custodian, Gowanda Elementary	09	Full Time
Custodian, part time	08	
Groundskeeper	06	
Cleaner, Salaried	03 + \$100	Full Time
Cleaner, Hourly	02	
Central Services Operator	12	Full Time

Transportation:

Senior Automotive Mechanic	14	Full Time
Automotive Mechanic	11	Full Time
Bus Driver/Mechanic Helper	08	Full Time
Bus Driver	BD	

School Lunch:

Cook-Manager	C3
Cook	C2
Food Service Helper	C1

Salary of Others:**Annual Salaries**

<u>Monitors*:</u>	1997-98	1998-99	1999-00	2000-01	2001-02
	\$3,837	\$3,837	\$3,952	\$4,071	\$4,193

*based on 2 hours per day for the number of days the building cafeteria is in operation.

Study Hall:

Appointed after 06/30/73

Grade 4 of Salary Sched.

Nurse:

Utley	1997-98	1998-99	1999-00	2000-01	2001-02
	\$28,884	\$29,751	\$30,643	\$31,563	\$32,510

5.02 Year 1997-98

Civil Service Employees' Salary Schedule 7/1/97-6/30/98

Grade	1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	6th STEP	10 yr LONG.	15 yr LONG.	20 yr LONG.
1	\$17,353 8.34	\$17,932 8.62	\$18,510 8.90	\$19,067 9.17	\$19,646 9.45	\$20,203 9.71	\$20,781 9.99	\$21,360 10.27	\$21,874 10.52
2	\$17,825 8.57	\$18,425 8.86	\$19,025 9.15	\$19,603 9.42	\$20,203 9.71	\$20,803 10.00	\$21,381 10.28	\$21,981 10.57	\$22,495 10.82
3	\$18,489 8.89	\$19,067 9.17	\$19,689 9.47	\$20,310 9.76	\$20,931 10.06	\$21,553 10.36	\$22,174 10.66	\$22,795 10.96	\$23,288 11.20
3+ 100	\$18,589 8.94	\$19,167 9.22	\$19,789 9.52	\$20,410 9.82	\$21,031 10.11	\$21,653 10.41	\$22,274 10.71	\$22,895 11.01	\$23,388 11.25
4	\$19,089 9.18	\$19,732 9.49	\$20,374 9.80	\$21,017 10.10	\$21,681 10.42	\$22,324 10.73	\$22,967 11.04	\$23,609 11.35	\$24,145 11.61
5	\$19,753 9.50	\$20,438 9.83	\$21,145 10.17	\$21,81 10.49	\$22,495 10.82	\$23,181 11.14	\$23,866 11.47	\$24,552 11.80	\$25,066 12.05
6	\$20,546 9.88	\$21,253 10.22	\$21,960 10.56	\$22,667 10.90	\$23,374 11.24	\$24,081 11.58	\$24,788 11.92	\$25,495 12.26	\$25,944 12.47
7	\$21,381 10.28	\$22,110 10.63	\$22,838 10.98	\$23,588 11.34	\$24,316 11.69	\$25,045 12.04	\$25,752 12.38	\$26,523 12.75	\$27,037 13.00
8	\$22,302 10.72	\$23,052 11.08	\$23,823 11.45	\$24,595 11.82	\$25,366 12.20	\$26,137 12.57	\$26,887 12.93	\$27,658 13.30	\$28,173 13.54
9	\$23,266 11.19	\$24,059 11.57	\$24,852 11.95	\$25,666 12.34	\$26,459 12.72	\$27,273 13.11	\$28,065 13.49	\$28,880 13.88	\$29,394 14.13
10	\$24,316 11.69	\$25,152 12.09	\$25,987 12.49	\$26,823 12.90	\$27,658 13.30	\$28,494 13.70	\$29,329 14.10	\$30,165 14.50	\$30,636 14.73
11	\$25,537 12.28	\$26,394 12.69	\$27,251 13.10	\$28,130 13.52	\$28,987 13.94	\$29,865 14.36	\$30,722 14.77	\$31,579 15.18	\$32,072 15.42
12	\$26,673 12.82	\$27,573 13.26	\$28,472 13.69	\$29,394 14.13	\$30,294 14.56	\$31,193 15.00	\$32,093 15.43	\$32,993 15.86	\$33,507 16.11
13	\$27,851 13.39	\$28,794 13.84	\$29,737 14.30	\$30,679 14.75	\$31,622 15.20	\$32,564 15.66	\$33,529 16.12	\$34,450 16.56	\$34,964 16.81
14	\$29,030 13.96	\$30,015 14.43	\$31,022 14.91	\$32,007 15.39	\$32,993 15.86	\$33,978 16.34	\$34,985 16.82	\$35,971 17.29	\$36,485 17.54
15	\$30,251 14.54	\$31,300 15.05	\$32,329 15.54	\$33,379 16.05	\$34,407 16.54	\$35,435 17.04	\$36,485 17.54	\$37,535 18.05	\$38,028 18.28
16	\$31,450 15.12	\$32,522 15.64	\$33,614 16.16	\$34,707 16.69	\$35,778 17.20	\$36,871 17.73	\$37,963 18.25	\$39,035 18.77	\$39,549 19.01
Bus Driver [Four (4) trip base]	\$9,760	\$10,191	\$10,627	\$11,052	\$11,483	\$11,919	\$12,352	\$12,782	\$13,295

A driver will get paid for three (3) additional trips in January and five (5) additional trips in June, if driven, and shall be paid as provided in Section 5.

Cafeteria

Grade	1 st STEP	2 nd STEP	3 rd STEP	4 th STEP	5 th STEP	6 th STEP	10 th STEP	15 th STEP	20 th STEP
C1	\$ 8.10	\$ 8.37	\$ 8.64	\$ 8.90	\$ 9.17	\$ 9.43	\$ 9.70	\$ 9.97	\$ 10.21
C2	\$ 8.32	\$ 8.60	\$ 8.88	\$ 9.15	\$ 9.43	\$ 9.71	\$ 9.98	\$ 10.26	\$ 10.50
C3	\$ 8.63	\$ 8.90	\$ 9.19	\$ 9.48	\$ 9.77	\$ 10.06	\$ 10.35	\$ 10.64	\$ 10.87

5.03 Year 1998-99

Civil Service Employees' Salary Schedule 7/1/98-6/30/99

Grade	1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	6th STEP	10 yr LONG.	15 yr LONG.	20 yr LONG.
1	\$17,874 8.59	\$18,470 8.88	\$19,066 9.17	\$19,639 9.44	\$20,235 9.73	\$20,809 10.00	\$21,405 10.29	\$22,001 10.58	\$22,530 10.83
2	\$18,360 8.83	\$18,977 9.12	\$19,595 9.42	\$20,191 9.71	\$20,809 10.00	\$21,427 10.30	\$22,023 10.59	\$22,640 10.88	\$23,170 11.14
3	\$19,044 9.16	\$19,639 9.44	\$20,279 9.75	\$20,919 10.06	\$21,559 10.36	\$22,199 10.67	\$22,839 10.98	\$23,479 11.29	\$23,987 11.53
3+ 100	\$19,144 9.21	\$19,739 9.50	\$20,379 9.80	\$21,019 10.11	\$21,659 10.42	\$22,299 10.73	\$22,939 11.03	\$23,579 11.34	\$24,087 11.59
4	\$19,661 9.45	\$20,323 9.77	\$20,985 10.09	\$21,647 10.41	\$22,332 10.74	\$22,994 11.05	\$23,656 11.37	\$24,318 11.69	\$24,869 11.96
5	\$20,346 9.78	\$21,052 10.12	\$21,780 10.47	\$22,464 10.80	\$23,170 11.14	\$23,876 11.48	\$24,582 11.82	\$25,288 12.16	\$25,818 12.41
6	\$21,162 10.17	\$21,890 10.52	\$22,618 10.87	\$23,347 11.22	\$24,075 11.57	\$24,803 11.92	\$25,531 12.27	\$26,259 12.62	\$26,723 12.85
7	\$22,023 10.59	\$22,773 10.95	\$23,523 11.31	\$24,295 11.68	\$25,046 12.04	\$25,796 12.40	\$26,524 12.75	\$27,319 13.13	\$27,848 13.39
8	\$22,971 11.04	\$23,744 11.42	\$24,538 11.80	\$25,333 12.18	\$26,127 12.56	\$26,921 12.94	\$27,694 13.31	\$28,488 13.70	\$29,018 13.95
9	\$23,964 11.52	\$24,781 11.91	\$25,597 12.31	\$26,436 12.71	\$27,252 13.10	\$28,091 13.51	\$28,907 13.90	\$29,746 14.30	\$30,276 14.56
10	\$25,046 12.04	\$25,906 12.45	\$26,767 12.87	\$27,628 13.28	\$28,488 13.70	\$29,349 14.11	\$30,209 14.52	\$31,070 14.94	\$31,555 15.17
11	\$26,304 12.65	\$27,186 13.07	\$28,069 13.49	\$28,974 13.93	\$29,856 14.35	\$30,761 14.79	\$31,644 15.21	\$32,526 15.64	\$33,034 15.88
12	\$27,473 13.21	\$28,400 13.65	\$29,327 14.10	\$30,276 14.56	\$31,202 15.00	\$32,129 15.45	\$33,056 15.89	\$33,983 16.34	\$34,512 16.59
13	\$28,687 13.79	\$29,658 14.26	\$30,629 14.73	\$31,600 15.19	\$32,570 15.66	\$33,541 16.13	\$34,534 16.60	\$35,483 17.06	\$36,013 17.31
14	\$29,900 14.38	\$30,915 14.86	\$31,953 15.36	\$32,968 15.85	\$33,983 16.34	\$34,998 16.83	\$36,035 17.32	\$37,050 17.81	\$37,580 18.07
15	\$31,158 14.98	\$32,239 15.50	\$33,299 16.01	\$34,380 16.53	\$35,439 17.04	\$36,498 17.55	\$37,580 18.07	\$38,661 18.59	\$39,168 18.83
16	\$32,394 15.57	\$33,497 16.10	\$34,623 16.65	\$35,748 17.19	\$36,851 17.72	\$37,977 18.26	\$39,102 18.80	\$40,206 19.33	\$40,735 19.58
Bus Driver [Four (4) trip base]	\$10,053	\$10,497	\$10,946	\$11,384	\$11,827	\$12,277	\$12,723	\$13,165	\$13,694

A driver will get paid for three (3) additional trips in January and five (5) additional trips in June, if driven, and shall be paid as provided in Section 5.

Cafeteria

Grade	1 st STEP	2 nd STEP	3 rd STEP	4 th STEP	5 th STEP	6 th STEP	10 th STEP	15 th STEP	20 th STEP
C1	\$ 8.10	\$ 8.37	\$ 8.64	\$ 8.90	\$ 9.17	\$ 9.43	\$ 9.70	\$ 9.97	\$ 10.21
C2	\$ 8.32	\$ 8.60	\$ 8.88	\$ 9.15	\$ 9.43	\$ 9.71	\$ 9.98	\$ 10.26	\$ 10.50
C3	\$ 8.63	\$ 8.90	\$ 9.19	\$ 9.48	\$ 9.77	\$ 10.06	\$ 10.35	\$ 10.64	\$ 10.87

5.04 Year 1999-00

Civil Service Employees' Salary Schedule 7/1/99-6/30/00

Grade	1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	6th STEP	10 yr LONG.	15 yr LONG.	20 yr LONG.
1	\$18,410 8.85	\$19,024 9.15	\$19,638 9.44	\$20,229 9.73	\$20,842 10.02	\$21,433 10.30	\$22,047 10.60	\$22,661 10.89	\$23,206 11.16
2	\$18,910 9.09	\$19,547 9.40	\$20,183 9.70	\$20,797 10.00	\$21,433 10.30	\$22,070 10.61	\$22,683 10.91	\$23,320 11.21	\$23,865 11.47
3	\$19,615 9.43	\$20,229 9.73	\$20,888 10.04	\$21,547 10.36	\$22,206 10.68	\$22,865 10.99	\$23,524 11.31	\$24,183 11.63	\$24,706 11.88
3+ 100	\$19,715 9.48	\$20,329 9.78	\$20,988 10.10	\$21,647 10.41	\$22,306 10.73	\$22,965 11.05	\$23,624 11.36	\$24,283 11.68	\$24,806 11.93
4	\$20,251 9.74	\$20,933 10.06	\$21,615 10.39	\$22,297 10.72	\$23,001 11.06	\$23,683 11.39	\$24,365 11.71	\$25,047 12.04	\$25,615 12.32
5	\$20,956 10.07	\$21,683 10.42	\$22,433 10.79	\$23,138 11.12	\$23,865 11.47	\$24,592 11.82	\$25,320 12.17	\$26,047 12.52	\$26,593 12.78
6	\$21,797 10.48	\$22,547 10.84	\$23,297 11.20	\$24,047 11.56	\$24,797 11.92	\$25,547 12.28	\$26,297 12.64	\$27,047 13.00	\$27,524 13.23
7	\$22,683 10.91	\$23,456 11.28	\$24,229 11.65	\$25,024 12.03	\$25,797 12.40	\$26,570 12.77	\$27,320 13.13	\$28,138 13.53	\$28,684 13.79
8	\$23,661 11.38	\$24,456 11.76	\$25,274 12.15	\$26,093 12.54	\$26,911 12.94	\$27,729 13.33	\$28,525 13.71	\$29,343 14.11	\$29,888 14.37
9	\$24,683 11.87	\$25,524 12.27	\$26,365 12.68	\$27,229 13.09	\$28,070 13.50	\$28,934 13.91	\$29,775 14.31	\$30,638 14.73	\$31,184 14.99
10	\$25,797 12.40	\$26,684 12.83	\$27,570 13.25	\$28,456 13.68	\$29,343 14.11	\$30,229 14.53	\$31,116 14.96	\$32,002 15.39	\$32,502 15.63
11	\$27,093 13.03	\$28,002 13.46	\$28,911 13.90	\$29,843 14.35	\$30,752 14.78	\$31,684 15.23	\$32,593 15.67	\$33,502 16.11	\$34,025 16.36
12	\$28,297 13.60	\$29,252 14.06	\$30,206 14.52	\$31,184 14.99	\$32,138 15.45	\$33,093 15.91	\$34,048 16.37	\$35,002 16.83	\$35,548 17.09
13	\$29,547 14.21	\$30,547 14.69	\$31,547 15.17	\$32,548 15.65	\$33,548 16.13	\$34,548 16.61	\$35,570 17.10	\$36,548 17.57	\$37,093 17.83
14	\$30,797 14.81	\$31,843 15.31	\$32,911 15.82	\$33,957 16.33	\$35,002 16.83	\$36,048 17.33	\$37,116 17.84	\$38,162 18.35	\$38,707 18.61
15	\$32,093 15.43	\$33,207 15.96	\$34,298 16.49	\$35,411 17.02	\$36,502 17.55	\$37,593 18.07	\$38,707 18.61	\$39,821 19.14	\$40,343 19.40
16	\$33,366 16.04	\$34,502 16.59	\$35,661 17.14	\$36,821 17.70	\$37,957 18.25	\$39,116 18.81	\$40,275 19.36	\$41,412 19.91	\$41,957 20.17
Bus Driver [Four (4) trip base]	\$10,355	\$10,812	\$11,274	\$11,726	\$12,182	\$12,645	\$13,105	\$13,560	\$14,105

A driver will get paid for three (3) additional trips in January and five (5) additional trips in June, if driven, and shall be paid as provided in section 5.

Cafeteria - (Employees Hired Prior to 9/7/99)

Grade		1 st STEP	2 nd STEP	3 rd STEP	4 th STEP	5 th STEP	6 th STEP	10 th STEP	15 th STEP	20 th STEP
C1	New Hire Schedule		\$ 8.62	\$ 8.90	\$ 9.17	\$ 9.45	\$ 9.71	\$ 9.99	\$ 10.27	\$ 10.52
C2	New Hire Schedule		\$ 8.86	\$ 9.15	\$ 9.42	\$ 9.71	\$ 10.00	\$ 10.28	\$ 10.57	\$ 10.82
C3	New Hire Schedule		\$ 9.17	\$ 9.47	\$ 9.76	\$ 10.06	\$ 10.36	\$ 10.66	\$ 10.96	\$ 11.20

New Hire Schedule (hired on or after 9/7/99)

	1	2	3	4	5
Food Service Helper	\$ 6.50	\$ 6.70	\$ 6.90	\$ 7.11	\$ 7.32
Cook	\$ 6.70	\$ 6.90	\$ 7.11	\$ 7.32	\$ 7.54
Cook Manager	\$ 7.00	\$ 7.21	\$ 7.43	\$ 7.65	\$ 7.88

5.05 Year 2000-01

Civil Service Employees' Salary Schedule 7/1/00-6/30/01

Grade	1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	6th STEP	10 yr LONG.	15 yr LONG.	20 yr LONG.
1	\$18,963 9.12	\$19,595 9.42	\$20,227 9.72	\$20,835 10.02	\$21,468 10.32	\$22,076 10.61	\$22,708 10.92	\$23,340 11.22	\$23,902 11.49
2	\$19,478 9.36	\$20,133 9.68	\$20,789 9.99	\$21,421 10.30	\$22,076 10.61	\$22,732 10.93	\$23,364 11.23	\$24,019 11.55	\$24,581 11.82
3	\$20,203 9.71	\$20,835 10.02	\$21,514 10.34	\$22,193 10.67	\$22,872 11.00	\$23,551 11.32	\$24,230 11.65	\$24,909 11.96	\$25,447 12.23
3+ 100	\$20,303 9.77	\$20,935 10.07	\$21,614 10.40	\$22,293 10.73	\$22,972 11.05	\$23,651 11.38	\$24,330 11.71	\$25,009 12.03	\$25,547 12.29
4	\$20,859 10.03	\$21,561 10.37	\$22,263 10.70	\$22,966 11.04	\$23,692 11.39	\$24,394 11.73	\$25,096 12.07	\$25,798 12.40	\$26,384 12.68
5	\$21,585 10.38	\$22,334 10.74	\$23,106 11.11	\$23,832 11.46	\$24,581 11.82	\$25,330 12.18	\$26,079 12.54	\$26,829 12.90	\$27,390 13.17
6	\$22,451 10.79	\$23,223 11.17	\$23,996 11.54	\$24,768 11.91	\$25,541 12.28	\$26,313 12.65	\$27,086 13.02	\$27,859 13.39	\$28,350 13.63
7	\$23,364 11.23	\$24,160 11.62	\$24,956 12.00	\$25,775 12.39	\$26,571 12.77	\$27,367 13.16	\$28,140 13.53	\$28,982 13.93	\$29,544 14.20
8	\$24,370 11.72	\$25,190 12.11	\$26,033 12.52	\$26,875 12.92	\$27,718 13.33	\$28,561 13.73	\$29,380 14.13	\$30,223 14.53	\$30,785 14.80
9	\$25,424 12.22	\$26,290 12.64	\$27,156 13.06	\$28,046 13.48	\$28,912 13.90	\$29,802 14.33	\$30,668 14.74	\$31,557 15.17	\$32,119 15.44
10	\$26,571 12.77	\$27,484 13.21	\$28,397 13.65	\$29,310 14.09	\$30,223 14.53	\$31,136 14.97	\$32,049 15.41	\$32,962 15.85	\$33,477 16.09
11	\$27,905 13.42	\$28,842 13.87	\$29,778 14.32	\$30,738 14.78	\$31,675 15.23	\$32,634 15.69	\$33,571 16.14	\$34,507 16.59	\$35,046 16.85
12	\$29,146 14.01	\$30,129 14.49	\$31,113 14.96	\$32,119 15.44	\$33,103 15.91	\$34,086 16.39	\$35,069 16.86	\$36,052 17.33	\$36,614 17.60
13	\$30,434 14.63	\$31,464 15.13	\$32,494 15.62	\$33,524 16.12	\$34,554 16.61	\$35,584 17.11	\$36,638 17.61	\$37,644 18.10	\$38,206 18.37
14	\$31,721 15.25	\$32,798 15.77	\$33,899 16.30	\$34,975 16.82	\$36,052 17.33	\$37,129 17.85	\$38,229 18.38	\$39,306 18.90	\$39,868 19.17
15	\$33,056 15.89	\$34,203 16.44	\$35,327 16.98	\$36,474 17.54	\$37,597 18.08	\$38,721 18.62	\$39,868 19.17	\$41,015 19.72	\$41,554 19.98
16	\$34,367 16.52	\$35,537 17.09	\$36,731 17.66	\$37,925 18.23	\$39,096 18.80	\$40,290 19.37	\$41,484 19.94	\$42,654 20.51	\$43,216 20.78
Bus Driver [Four (4) trip base]	\$10,665	\$11,136	\$11,612	\$12,077	\$12,548	\$13,024	\$13,497	\$13,968	\$14,528

A driver will get paid for three (3) additional trips in January and five (5) additional trips in June, in driven, and shall be paid as provided in Section 5.

Cafeteria — (Employees Hired Prior to 9/7/99)

Grade	1 st STEP	2 nd STEP	3 rd STEP	4 th STEP	5 th STEP	6 th STEP	10 th STEP	15 th STEP	20 th STEP
C1	New Hire Schedule		\$ 9.17	\$ 9.44	\$ 9.73	\$ 10.00	\$ 10.29	\$ 10.58	\$ 10.83
C2	New Hire Schedule		\$ 9.42	\$ 9.71	\$ 10.00	\$ 10.30	\$ 10.59	\$ 10.88	\$ 11.14
C3	New Hire Schedule		\$ 9.75	\$ 10.06	\$ 10.36	\$ 10.67	\$ 10.98	\$ 11.29	\$ 11.53

New Hire Schedule (hired on or after 9/7/99)

	1	2	3	4	5
Food Service Helper	\$ 6.50	\$ 6.70	\$ 6.90	\$ 7.11	\$ 7.32
Cook	\$ 6.70	\$ 6.90	\$ 7.11	\$ 7.32	\$ 7.54
Cook Manager	\$ 7.00	\$ 7.21	\$ 7.43	\$ 7.65	\$ 7.88

5.06 Year 2001-02

Civil Service Employees' Salary Schedule 7/1/01-6/30/02

Grade	1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	6th STEP	10 yr LONG.	15 yr LONG.	20 yr LONG.
1	\$19,531 9.39	\$20,182 9.70	\$20,834 10.02	\$21,460 10.32	\$22,112 10.63	\$22,738 10.93	\$23,390 11.24	\$24,041 11.56	\$24,619 11.84
2	\$20,062 9.65	\$20,737 9.97	\$21,412 10.29	\$22,063 10.61	\$22,738 10.92	\$23,414 11.26	\$24,065 11.57	\$24,740 11.89	\$25,319 12.17
3	\$20,809 10.00	\$21,460 10.32	\$22,160 10.65	\$22,859 10.99	\$23,558 11.33	\$24,258 11.66	\$24,957 12.00	\$25,656 12.33	\$26,211 12.60
3+ 100	\$20,909 10.06	\$21,560 10.38	\$22,260 10.71	\$22,959 11.05	\$23,658 11.38	\$24,358 11.72	\$25,057 12.06	\$25,756 12.39	\$26,311 12.66
4	\$21,485 10.33	\$22,208 10.68	\$22,931 11.02	\$23,655 11.37	\$24,402 11.73	\$25,126 12.08	\$25,849 12.43	\$26,572 12.78	\$27,175 13.07
5	\$22,232 10.69	\$23,004 11.06	\$23,799 11.44	\$24,547 11.80	\$25,319 12.17	\$26,090 12.54	\$26,862 12.91	\$27,633 13.29	\$28,212 13.56
6	\$23,124 11.12	\$23,920 11.50	\$24,716 11.88	\$25,511 12.27	\$26,307 12.65	\$27,103 13.03	\$27,899 13.41	\$28,694 13.80	\$29,201 14.04
7	\$24,065 11.57	\$24,885 11.98	\$25,704 12.36	\$26,548 12.76	\$27,368 13.16	\$28,188 13.55	\$28,984 13.93	\$29,852 14.35	\$30,430 14.63
8	\$25,102 12.07	\$25,945 12.47	\$26,814 12.89	\$27,682 13.31	\$28,550 13.73	\$29,418 14.14	\$30,262 14.55	\$31,130 14.97	\$31,708 15.24
9	\$26,187 12.59	\$27,079 13.02	\$27,971 13.45	\$28,887 13.89	\$29,779 14.32	\$30,696 14.76	\$31,588 15.19	\$32,504 15.63	\$33,083 15.91
10	\$27,368 13.16	\$28,309 13.61	\$29,249 14.06	\$30,189 14.51	\$31,130 14.97	\$32,070 15.42	\$33,011 15.87	\$33,951 16.32	\$34,481 16.58
11	\$28,743 13.82	\$29,707 14.28	\$30,672 14.75	\$31,660 15.22	\$32,625 15.68	\$33,613 16.16	\$34,578 16.62	\$35,542 17.09	\$36,097 17.35
12	\$30,021 14.43	\$31,033 14.92	\$32,046 15.41	\$33,083 15.91	\$34,096 16.39	\$35,108 16.88	\$36,121 17.37	\$37,134 17.85	\$37,713 18.13
13	\$31,347 15.07	\$32,408 15.58	\$33,469 16.09	\$34,530 16.60	\$35,591 17.11	\$36,652 17.62	\$37,737 18.14	\$38,774 18.64	\$39,352 18.92
14	\$32,673 15.71	\$33,782 16.24	\$34,915 16.79	\$36,025 17.32	\$37,134 17.85	\$38,243 18.39	\$39,376 18.93	\$40,486 19.46	\$41,064 19.74
15	\$34,047 16.37	\$35,229 16.94	\$36,386 17.49	\$37,568 18.06	\$38,725 18.62	\$39,883 19.17	\$41,064 19.74	\$42,246 20.31	\$42,800 20.58
16	\$35,398 17.02	\$36,603 17.60	\$37,833 18.19	\$39,063 18.78	\$40,269 19.36	\$41,498 19.95	\$42,728 20.54	\$43,934 21.12	\$44,512 21.40
Bus Driver [Four (4) trip base]	\$10,985	\$11,470	\$11,960	\$12,439	\$12,925	\$13,415	\$13,902	\$14,387	\$14,964

A driver will get paid for three (3) additional trips in January and five (5) additional trips in June, if driven, and shall be paid as provided in Section 5.

Cafeteria — (Employees Hired Prior to 9/7/99)

Grade	1 st STEP	2 nd STEP	3 rd STEP	4 th STEP	5 th STEP	6 th STEP	10 th STEP	15 th STEP	20 th STEP
C1	New Hire Schedule			\$ 9.73	\$ 10.02	\$ 10.30	\$ 10.60	\$ 10.89	\$ 11.16
C2	New Hire Schedule			\$ 10.00	\$ 10.30	\$ 10.61	\$ 10.91	\$ 11.21	\$ 11.47
C3	New Hire Schedule			\$ 10.36	\$ 10.68	\$ 10.99	\$ 11.31	\$ 11.63	\$ 11.88

New Hire Schedule (hired on or after 9/7/99)

	1	2	3	4	5
Food Service Helper	\$ 6.50	\$ 6.70	\$ 6.90	\$ 7.11	\$ 7.32
Cook	\$ 6.70	\$ 6.90	\$ 7.11	\$ 7.32	\$ 7.54
Cook Manager	\$ 7.00	\$ 7.21	\$ 7.43	\$ 7.65	\$ 7.88

* In relation to Paragraphs 5.02, 5.03, and 5.04, an employee will be eligible for the appropriate longevity step after completing the required number of years of service as follows:

Hired January 1 - June 30 - effective the next July 1.

Hired July 1 - December 31 - effective that July 1.

5.07 New employees shall normally start on the first salary of the grade. The Board of Education, at its own discretion, may grant a new employee additional earned steps for salary purposes only due to qualified previous related experience.

5.08 Former employees with interrupted service in this School District shall be granted one-half of previous years' experience credit in a similar position only, computed to the nearest full year, and placed on the appropriate step. This shall be for salary purposes only and not for sick leave, vacation, and other benefits. An employee who leaves the employment of the District and returns to the District after one (1) year shall be considered a new hire.

Employees must complete at least six (6) months of service in the prior year to be eligible for an earned increment.

The Board of Education may, at its own discretion, withhold granting an earned step to any employee deemed not giving satisfactory service. The Board of Education will make every effort to give written notice if an increment is not to be given because of unsatisfactory service. The withholding of said increment will remain the discretion of the Board of Education.

5.09 Substitute and Extra Temporary Employees

All substitute and extra temporary employees shall be paid at rates determined by the Board of Education.

5.10 Minimum Pay

Hourly employees, upon reporting for regular assigned duty and not required to work due to school closing or other unanticipated circumstances, shall be paid for a minimum of two (2) hours, and may be assigned to work in each respective employee's area of responsibility for the two (2) hours for which he will be paid, or any part thereof.

5.11 Basic work weeks, Sunday through Saturday, for full time salaried employees in the areas of Facilities, Transportation and School Lunch shall be 40 hours per week.

Basic work weeks, Sunday through Saturday, for full time salaried employees in the office area shall be 36-1/4 hours per week, except during periods when regular day school is not in session. Then the work week shall be 30 hours, or 6 hours per day.

Hours for School Lunch area employees shall be from starting time to quitting time. An employee must be scheduled to work five or more hours to be entitled to a lunch break.

Employees working over 3-1/2 hours without a lunch break shall be granted a 10 minute break free from duties during this period, and these employees shall be expected to, at all other times, be performing duties as requested of the position.

5.12 Time Clocks

All Civil Service employees shall be required to record their starting and quitting times each day by means of time recorders and time cards. Lunch time of either 1/2 or 1 hour shall be deducted from this time.

Time, for payroll purposes, shall be computed to the 1/4 hour each day, for both regular and overtime hours. Extra time other than overtime, and other adjustments to regular hours will be computed to the 1/10th hour, the first 1/10th hour to be rounded to the nearest 1/10th hour.

Employees working overtime to check buildings on weekends and holidays shall be granted one hour minimum time.

5.13 Overtime Pay

All Civil Service employees, regardless of classification, shall be paid 1-1/2 times the basic hourly rates for all service beyond 40 hours per week, Sunday through Saturday. For work assignment on Sundays and paid holidays, they shall be paid double time, also if this assignment is beyond the 40 hours per week. All Civil Service employees, except bus drivers, shall also be paid 1-1/2 times the basic hourly rates for service beyond eight (8) hours per day. Basic hourly rate for salaried employees shall be computed by dividing the employee's annual salary by 2080 yearly hours.

Bus drivers making extra trips and not accumulating 40 hours per week shall be paid for the extra field and activities trips as follows:

Driving Time - At the rate of \$10.68 per hour.

Non-Driving Time while at activities - (Runs six (6) hours or more) At the rate of \$6.50 per hour. Bus Driver-Mechanics, Mechanics, and Mechanic Helper shall be paid at the same hourly rate for driving time and non-driving time as bus drivers when they drive extra field and activities trips.

5.14 Pay Dates

Employees shall be paid on a bi-weekly every other Friday basis. Should a pay date fall on a holiday when no employees are required to work, it shall be the preceding day.

5.15 Social Security Benefits

As per agreement between Gowanda Central School District, the New York State Social Security Agency and the United States Social Security Administration, all Civil Service employees, with the exception of services of an employee of an emergency nature only and services of a part time employee for which compensation is less than \$100.00 per calendar quarter, shall be granted Old Age and Survivors Insurance coverage according to Federal regulations.

5.16 Compensation Insurance Benefits

All Civil Service employees, as required by laws of the State of New York, shall be covered by compensation insurance.

For an employee entitled to sick leave benefits, any compensation payments made to him during the period he is receiving sick leave benefits shall be deducted from the sick leave payments, and the number of days of sick leave charged to him adjusted accordingly.

Any employee not entitled to sick leave benefits and injured as a compensatory employee shall receive his average daily wage for each day of absence up to and including five days, and should these employees receive any compensation insurance for these days, the School District shall be reimbursed in the amount of the compensation payments.

5.17 Bus Drivers Safety Course - When the State of New York requires a bus driver, covered by this Agreement, to attend a safety course in order to retain employment, such employee will receive a total of four (4) hours straight time pay after completing the course. This payment shall not affect other compensation requirements in this Agreement.

5.18 Mileage - The District will reimburse an employee at the rate of twenty cents (.20) per mile for use of the employee's personal automobile on travel authorized by the District.

5.19 Attendance at Meetings, Workshops, etc. - Employees' attendance at meetings, workshops, conferences, training programs, etc., that are required and approved by the District will be compensated at the employee's regular rate of pay. Registration fees, conference fees, etc., will be paid by the District.

5.20 Teaching Assistant - Teaching Assistants hired on or after July 1, 1994 will be paid at Grade 4.

Employees in the job classification of Special Education Aide on the payroll on or prior to June 30, 1994 will have the option to remain in the job classification of Special Education Aide at Grade 2 or choose to apply for a Teaching Assistant Certificate to be classified as a Teaching Assistant and fulfill all the requirements for certification as a Teaching Assistant.

In order to be classified as a Teaching Assistant, an employee must be eligible for a temporary license that is valid for one year, and may be renewed twice. Any cost associated with obtaining a temporary license will be paid by the employee.

A continuing certificate requires six college credits in the field of Education, as specified by the School Superintendent, and one year experience as a Licensed Teaching Assistant.

Teaching Assistants will be required to complete at least one course per year. If, for any reason, a Teaching Assistant does not complete at least one course per year, or is not eligible to be granted a continuing certificate, the following will occur:

1. Employees hired on or after July 1, 1994 will be dismissed from employment due to lack of certification.
2. Employees on the payroll on or prior to June 30, 1994 will have the option to return to the position of Special Education Aide at Grade 2.
3. The employee will be responsible to repay the difference received in salary as a Teaching Assistant at Grade 4 and a Special Education Aide at Grade 2, through payroll deduction.

Teaching Assistants will be paid for time of attendance at teacher in-service days when attendance is directed by the Superintendent.

ARTICLE VI

HOLIDAY AND VACATION BENEFITS

6.01 Holiday Benefit

All salaried Civil Service employees shall be granted the following fully paid holidays: New Year's Day, Patriots' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving day, the day after Thanksgiving, Christmas Day, Martin Luther King Day, and one (1) other day to be approved by the Superintendent of Schools yearly. Starting in the school year 1986-87, Columbus Day shall become a paid holiday. For any holiday falling on a Saturday or Sunday, compensatory time will be given. All hourly paid employees shall be paid for the Patriots' Day, Memorial Day, Martin Luther King Day, Christmas Day and one (1) other day to be approved by the Superintendent of Schools yearly, computed on the employee's average number of assigned hours per day. Starting in the school year 1986-87, Columbus Day shall become a paid holiday.

6.02 Vacation Benefits

All full time 12 month Civil Service employees shall receive one day per month, credited each month, for vacation days with full pay for the first four (4) years of service. After four (4) years of continuous service, 1-1/4 days per month shall be granted. After ten (10) years of continuous service, 1-1/2 days per month shall be granted. After twenty (20) years of continuous service, 2 days per month shall be granted. All Civil Service employees working a full 12 months per year shall receive the same benefits pro-rated according to the number of hours worked during the year in relation to 2080 yearly hours of a full time employee.

Vacation benefits shall not accumulate more than 17 days for employees with service of up to 10 years, 23 days for employees with service over 15 years, and 29 days for employees with service over 20 years. The schedule of vacation days taken shall be granted by the immediate supervisor providing conditions permit the employee to be absent from his job and that a substitute, if required, is available.

At the termination of employment, any unused vacation time shall be paid to the employee, based on his salary at the time of termination.

6.03 Termination of Service

Under normal circumstances, an employee shall be expected to give two (2) weeks notice prior to termination of service. Failure to do so shall subject the employee to loss of any accumulated vacation or holiday pay.

ARTICLE VII

LEAVES OF ABSENCE

7.01 Sick Leave Benefits - Sick Leave benefits of full pay or daily average pay at the rate of one day per month of service, accumulative to a total of one hundred ninety (190) days, shall be granted to all employees, except those that are temporary.

Sick Leave days shall be credited to the employee the first of each fiscal year, based on the number of months during the year it is anticipated the employee shall be working.

7.02 Family Illness - In addition to personal illness, sick leave days may be used for immediate family illness, one day per instance. Family illness shall include the following relationships: spouse, children, mother, father, mother-in-law, and father-in-law. For use of sick pay benefits for death in the family, see section under Bereavement Leave Benefits.

7.03 In case of excessive absences by a staff member, the Superintendent of Schools may require proof of illness in the form of either a written statement from the absentee's personal physician or a medical examination by the school physician.

7.04 Bereavement Leave - All employees, except temporary, shall be granted Bereavement Leave for death in the family, not to exceed three (3) days per instance. Any additional days required may be taken from sick leave benefits, upon approval by the Superintendent of Schools. Death in the family shall apply to parents, grandparents, children, grandchildren, brothers, sisters, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

7.05 Personal Leave - Personal Leave benefits of full pay for three (3) days per year shall be granted to all employees, except substitutes and temporary employees.

Such personal leave shall be granted by the immediate supervisor only upon twenty-four hour prior notice, providing conditions permit the employee to be absent from his job and that a substitute, if required, is available.

Personal Leave days, if not used during the year, shall be transferred and used for accumulative sick days.

7.06 Civil Duty Leave - Leave shall be granted to any employee of his District for the purpose of jury duty, attendance required in court as witness or by subpoena, for emergency duties as a fireman and for military physical, without financial loss or sick leave deduction.

If an employee is a defendant or plaintiff in a non-school issue, this provision does not apply. If, however, the employee is a defendant or witness in a school issue, this provision will apply. Money received for such duty shall not be deducted from salary, but shall be retained by the employee.

It is further understood that the employee will complete as much of his normal work shift at Gowanda Central School as is feasible, when not actually performing said civil duties.

7.07 Snow Days

Should an employee be unable to report for assigned duties due to inclement snowfall, either personal leave benefits or vacation benefits, for those granted these benefits, may be used for this absence.

7.08 Association Leave - The Association shall be provided annually with two (2) days of paid leave for Association business, to be used by the Association president or his/her designee.

ARTICLE VIII

HEALTH INSURANCE

8.01 Health Insurance Benefits: - All Civil Service employees, except substitutes, temporary employees, or as provided in Section 8.02, may participate in the Gowanda Central School Group full service type insurance plan. The Plan shall be Independent Health Encompass Gold, \$8.00 co-pay, \$5.00 prescription co-pay, and dependent coverage to age 19 (23 for full-time student).

As alternatives to the Plan described above, the eligible employees may elect either of the following options:

Option 1:

Community Blue \$10 office/\$10 specialist co-pays with \$5 prescription co-pay; and Advantage option with \$5 prescription co-pay.

The District will pay the same amount in dollars for this coverage as it would pay for coverage under the Plan referenced above. If the premium for this option exceeds the amount which the District would pay under the Plan above, the member will be responsible for the balance of the premium.

Option 2:

Blue Cross of Western New York, Class 4 and 6, Select-91 plan which shall include 365 days of in-patient Medical care, with \$50.00 deductible Major Medical Rider to \$1,000,000.00 (BCMM-7) will also be available to members with the following riders:

Rider No. 8, Dependent coverage to age 23.

Rider No. 9, Ambulance

Rider No. 21, Psychiatric Care

Rider No. 22, Ambulatory care (laboratory and Pathology).

\$5.00 co-pay Prescription Drug Program

The District will pay the same amount in dollars for this coverage as it would pay for coverage under the Plan referenced above. If the premium of this option exceeds the amount which the District would pay under the Plan above, the member will be responsible for the balance of the premium.

The District reserves the right to change health insurance companies, provided the coverage is comparable. Any changes in the health insurance coverage will be discussed with the Association.

Effective upon ratification of this Agreement, the School District's share shall be 100% of the premium rates in effect on July 1, 1999.

Any and all premium rate increases on or after January 1, 2000 shall be paid by the employee via payroll deductions.

The School District will then assume 100% of the premium rates again, effective July 1, 2000. Premium rate increases on or after January 1, 2001 will be paid by the employee via payroll deductions; the School District will then assume 100% of the premium rates again, effective July 1, 2001. Premium rate increases on or after January 1, 2002 shall be paid by the employee via payroll deductions.

Retiring employees, after July 1, 1985 shall be allowed to continue, at their option, to make their required premium payments at the group rates under the current plan of health insurance coverage. It will be the employee's responsibility to notify the District at least two (2) months prior to becoming age sixty-five (65) or going on Medicare. Payment must be made to "The Gowanda Central School District," the fifteenth (15th) of the month, to be effective for the first (1st) of the month. Changes in marital status, child coverage and address change must be reported to the District.

8.02 Health Insurance Restrictions: - Employees in the job classifications of Bus Driver, Cook Manager, Cook, Food Service Helper, Library Typist, Special Educational Aides and Monitors on the payroll on or prior to June 30, 1988, shall be covered by Section 8.01 as in the past. Employees holding these same job classifications, except monitor, hired on or after July 1, 1988 shall receive the benefits of Section 8.01 at fifty percent (50%) of the monthly premium rate the District is responsible for. The employee shall be responsible for the other fifty percent (50%) of the monthly premium rate plus any increase as provided in the fourth paragraph of Section 8.01.

Monitors hired on or after July 1, 1988 shall not be eligible for Section 8.01. Cafeteria employees hired after September 7, 1999 shall not be eligible for Section 8.01.

If any employee in the bargaining unit is eligible for comparable coverage as to Section 8.01 elsewhere, HMOs shall be considered comparable coverage, they cannot have health insurance coverage under this Agreement. In the event it is determined an employee had, or could have had comparable coverage elsewhere, the employee will repay the District, through payroll deductions, from the date the coverage should have terminated with the District.

Should the employee's coverage elsewhere terminate, they would then become eligible again under this Agreement as provided in Section 8.02.

If a husband and wife are both employed by the District, and are eligible for coverage, the eligibility shall be limited to one family plan between them or one single plan for each.

The District will establish a fund, not to exceed \$3,000.00 each year for those unit members deemed qualified by a committee to require continued coverage under the Blue Cross/Blue Shield plan described above. Only members enrolled in the BC/BS plan as of

9/1/99 may apply. The Association shall notify the Business Office of those approved by the committee by 10/15 of each year. The Committee shall consist of six unit members, with all buildings being represented, appointed by the Association president. The membership of the committee shall be known only to the president and the members thereof. Application for monies from the fund must be made to the Association president by October 1 of the school year. The committee will meet between October 1 and October 10 to consider all applications and will notify applicants and the Business Office of those approved for funds and of the division of monies by October 15.

ARTICLE IX

RETIREMENT AND RETIREMENT AWARD

9.01 Retirement Award Eligibility

- a) A minimum of ten (10) years' service to the Gowanda District.
- b) Retiree must be eligible for retirement benefits under the New York State Retirement System and must be retiring from school service and not just leaving the System. Employees planning to retire should notify the Superintendent, in writing, by April 1st of the year previous to their retirement. The April 1st date may be waived by the Superintendent.

9.02 Basis of Award

a) Satisfactory Service Award

1. \$750.00 for full time employees. (A full-time employee is designated as one who works at least seven (7) hours per day normally, and twelve (12) months per year.
2. \$400.00 for ten month employees who work, normally, eight (8) hours per day. (Note: this area would include all eleven month, eight (8) hour per day employees.)
3. \$250.00 for all other part time employees.

b) \$25.00 Per Year Award

The \$25.00 per year award for all employees commencing with the 6th year of service.

- c) Payment for 1/3 of all unused sick leave. An amount equal to 1/3 of the unused sick days times the daily rate of the first salary step of the retiree's grade level and hours per (of the salary schedule in force at the time of retirement.)

9.03 Retirement Benefits

Membership in the New York State Employees' Retirement system shall be available for all Civil Service employees. Employees in the service and membership in the System prior to July 27, 1976 are under the Non-contributory New Career Plan 75I with additional benefits under Sections 41j and 341j for use of unused sick leave as additional service credit upon retirement. Employees entering service and attaining membership on or after July 27, 1976 are subject by law to the plans as amended by New York Retirement Laws.

9.04 Retirement Health Insurance

An employee who has met the above specifications and will receive a retirement award, may choose to have his/her retirement award placed into a trust and agency account on his/her retirement date, to be used to purchase Health Insurance as provided in Section 8.01 of this Agreement, as long as the money lasts. The District shall have the option to maintain a separate account for each retired member or may co-mingle all the retired members into one (1) account. Such account will bear interest at the prevailing rate. In the event of a co-mingled account, the District shall pro-rate the interest attributable to each member, and such computation shall be final and binding.

Upon the death of the retired member, the remaining amount of his/her account shall be paid to the duly appointed representatives of the member's estate.

ARTICLE X

GENERAL

10.01 Job Appointments

Written notice of vacancies and job openings shall be conspicuously posted in all buildings in the District as soon as a potential or actual vacancy and/or job opening is known to the District.

Present employees who are interested in applying for an open position will be given the opportunity to apply for such position(s) as become available. The intent of this paragraph is to show the posting to be for information only and shall not require the District to any commitment or selection.

The District will post all dates of tests and also post job descriptions, as provided by Civil Service, of the jobs within the bargaining unit.

Cafeteria employees, if qualified, will receive preference over outside applicants in filling unit vacancies or openings.

10.02 No Strike Provision

In consideration of the recognition by the Board of the Association as the sole and exclusive bargaining representative of the employees, the Association does hereby affirm a policy that it does not assert the right to strike against the School System nor will it assist in or participate in any such strike by the employees, and in fact acknowledges that such a strike is specifically prohibited according to the terms of the Public Employees' Fair Employment Act, nor will it impose any obligation on said employees to conduct, assist or participate in such a strike.

10.03 Coveralls

Coveralls shall be furnished to the auto mechanics, the initial issue to be three (3) per man, replacement to be on an as needed basis thereafter. Coveralls shall be issued to maintainers and custodians, initial issue of one per man; replacement to be on as needed basis.

10.04 The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whatever specific provisions for improvement are made elsewhere in this Agreement.

10.05 Copies of this Agreement shall be printed at the expense of the Board and given to all personnel in the Unit, upon request, now employed or hereafter employed by the Board, within a reasonable time after its execution.

10.06 Personnel File - There shall be one official personnel file maintained for each employee which shall be maintained in the office of the Superintendent or designee.

An employee may inspect his/her personnel file upon reasonable notice and may be accompanied during the inspection by a representative of the Association and he/she may make copies of the contents of the file.

Inclusion of any derogatory information placed in an employee's personnel file indicates a proper investigation was done to indicate its validity. The employee will receive a copy and can respond in writing within ten (10) working days. Said response will become an attached part of the record.

10.07 Bulletin Board - There shall be an employee bulletin board in each building operated by the District.

10.08 Lay-off (Non-Competitive or Labor Class)

In the event that it becomes necessary to reduce the number of non-competitive or labor class positions, the following procedure shall be observed:

(1) The employee whose position has been eliminated shall bump into the position of the least senior employee in the District in the same job classification provided that the latter employee has less seniority than the employee whose position has been eliminated. If no employee has less seniority pursuant to this paragraph, then

(2) The employee whose position has been eliminated shall retreat into the position of the least senior employee occupying a lower classified position that the retreating employee once permanently occupied and was not removed for misconduct or incompetence. If neither of the conditions exists as described in paragraphs (1) and (2) herein, then

(3) The employee whose position has been eliminated shall be laid off.

(4) Employees who have been laid off shall have recall rights in the reverse order of their layoffs for a period of 12 calendar months from the date of layoff.

10.09 Job Description The District shall furnish each employee with his/her general job description as provided by the Cattaraugus County Civil Service Commission.

10.10 Flexible Benefit Plan

Internal Revenue Code of 1986, hereinafter referred to as the 125 Plan shall be established by the District to be effective upon acceptance of the plan document by the District.

A. Employees may utilize the plan in accordance with the IRS rules for:

1. Accident and health plans including medical insurance, medical reimbursement, disability insurance, etc.
2. Group Term Life Insurance
3. Dependent Care Assistance

B. The plan year shall be from January 1 through December 31.

C. The District shall assume the start up cost.

D. The District shall pay the monthly administrative fee.

E. The District keeps unexpended monies which remain in the plan at the end of the Plan year.

F. The District shall select the third party administrator.

In the event there is not mutual agreement between the District and the Association to continue the 125 Plan on June 30, 1996, the plan shall be terminated.

10.11 Evaluation

a. The purposes of employee evaluation shall be:

1. to assess job performance;
2. to advise employees of strengths in performance;
3. to advise employees of weaknesses in performance in such a manner as to provide the employee the guidance and the opportunity necessary to correct such weaknesses;

b. Each employee will be evaluated at least once per year. Evaluations shall be conducted by personnel in direct line of supervision of the employee being evaluated. Infor-

mation from direct observation of the employee and from reports by supervisors may be considered in the evaluation process. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency. Evaluations may be used as evidence of job performance, but the evaluation process shall not be used as a disciplinary measure.

c. The evaluation form and, upon request, a written explanation of evaluation criteria will be provided to the Association.

d. Evaluation meetings will be conducted during the employee's regular working hours if practicable, otherwise the employee will be compensated for the additional time required. The employee will be provided a written copy of the evaluation which shall be signed by the employee. The signature shall indicate that the employee has seen the evaluation, and not that the employee necessarily agrees with the evaluation. The employee may append a written response to the evaluation, to be included in the employee's personnel file.

e. The Employer shall not show the evaluation without the unit member's consent to anyone other than an administrator or as necessary in a disciplinary proceeding or by Board action.

ARTICLE XI

TERM OF AGREEMENT

11.01 Full Agreement

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.

11.02 Savings Clause

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of the Agreement.

11.03 Duration of Agreement

This Agreement, except as may be modified within the individual sections hereof, shall be effective beginning July 1, 1997 and remain in force and effect until June 30, 2002.

11.04 Negotiations

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set.

Such request shall be on or before February 1 of the year of expiration of the Agreement.

11.05 Cafeteria Re-Opener

If the food service program finishes a school year with a deficit for that school year, the parties agree to re-open negotiation of wages and benefits provided by this Agreement for cafeteria employees only.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives, the day and year first above written.

GOWANDA CENTRAL SCHOOL
DISTRICT BOARD OF
EDUCATION

By

Wm. C. Bug
Superintendent of Schools

DATED:

6/13/00

GOWANDA CENTRAL SCHOOL NON-
TEACHING PERSONNEL ASSOCIATION

By

[Signature]
President

By

Marilyn A. Utley
Vice-President

DATED:

6/13/00

Appendix A

This side for District use only:

1. Immediate Supervisor's response at Stage 1:

Dated: _____

2. Date of submission to Stage 2: _____

3. Superintendent/School's decision at Stage 2:

Dated: _____

4. Date of submission to Stage 3: _____

5. Board of Education's decision at Stage 3:

Dated: _____

Appendix A

GOWANDA CENTRAL SCHOOL NON-TEACHING PERSONNEL
ASSOCIATION

Grievance Form *

TO: _____
(Immediate Supervisor)

1. Name of Grievant _____

2. Grievant's Position _____

3. General Nature of Grievance: _____

4. Paragraph(s) of the Agreement alleged to be violated:

5. Remedy sought by the Grievant:

Date: _____
(Date filed)

(Grievant's Signature)

* to be filled out in triplicate at each stage with one copy each for the Grievant, the Association, and the appropriate District Official.